

BILL NO. S-72-08-18

SPECIAL ORDINANCE NO. S- 75-72

AN ORDINANCE approving a contract with SHAMBAUGH & SON, INC. for construction of the Interim Phosphorous Removal System.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. The contract approved the 11th day of August, 1972 between the City of Fort Wayne, by and through its Board of Public Works, and SHAMBAUGH & SON, INC., for:

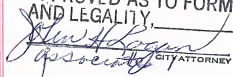
Construction of the Interim Phosphorous
Removal System at the Water Pollution
Control Plant

for a total cost of \$48,457.00, all as more particularly set forth in said contract, which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.



Councilman

APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by _____ seconded by

Hinga and duly adopted, read the second time by title and referred to the Committee on Public Works (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.

Date: 8-22-72

Charles W. Masterman
CITY CLERK

Read the third time in full and on motion by more

seconded by Hinga and duly adopted, placed on its passage.

Passed (LOST) by the following vote:

AYES 9, NAYS 0, ABSTAINED _____, ABSENT _____ to-wit:

Burns	<input checked="" type="checkbox"/>	_____	_____	_____
Hinga	<input checked="" type="checkbox"/>	_____	_____	_____
Kraus	<input checked="" type="checkbox"/>	_____	_____	_____
Nuckols	<input checked="" type="checkbox"/>	_____	_____	_____
Moses	<input checked="" type="checkbox"/>	_____	_____	_____
Schmidt, D.	<input checked="" type="checkbox"/>	_____	_____	_____
Schmidt, V.	<input checked="" type="checkbox"/>	_____	_____	_____
Stier	<input checked="" type="checkbox"/>	_____	_____	_____
Talarico	<input checked="" type="checkbox"/>	_____	_____	_____

Date 9/12/72

Charles W. Masterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-75-72 on the 12th day of September, 1972.

ATTEST: (SEAL)

Charles W. Masterman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of September, 1972 at the hour of 9:00 o'clock 4 M., E.S.T.

Charles W. Masterman
CITY CLERK

Approved and signed by me this 13th day of September, 1972 at the hour of 11:30 o'clock 4 M., E.S.T.

Don A. Robard
MAYOR

Bill No. S-72-08-18

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with SHAMBAUGH & SON, INC. for construction
of the Interim Phosphorous Removal System.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr., Chairman

William T. Hinga, Vice-Chairman

Samuel J. Talarico

Eugene Kraus, Jr.

Donald J. Schmidt

Wm. C. Moses, Jr.

William T. Hinga

Samuel J. Talarico

Eugene Kraus, Jr.

D. J. Schmidt

DATE 9-12-78 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

58-262-9

August 14, 1972

Mr. David Keller
City Attorney
1310 Anthony Wayne Bank Building
Fort Wayne, Indiana 46802

Dear Mr. Keller:

Please prepare an Ordinance to be introduced in the Common Council, Tuesday, August 22, 1972, for the following:

CONTRACT with Shambaugh & Son, Inc., in the amount of \$48,457.00 for construction of the Interim Phosphorous Removal System at the Water Pollution Control Plant.

Very truly yours,

Jerry D. Boswell
Ronald L. Bonar
William G. Williams
BOARD OF PUBLIC WORKS

/rs

Enclosure(copy of contract & bond)

CONTRACT

THIS CONTRACT, made the 11th day of August,
19 72, by and between Shambaugh & Son, Inc.

_____ hereinafter called the "Contractor" and the
City of Fort Wayne, Indiana, a municipal corporation,
 hereinafter called the "Owner," WITNESSETH, that the Contractor and the
 Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of INTERIM PHOSPHOROUS REMOVAL SYSTEM (With Deduction of Polymer Equipment, Tank and Appurtenances Including Items No. 2A, 2B, 2C, 2D, 2E, 2F, and 2G, connecting piping, valves, electrical work, and associated work)

for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Henry B. Steeg & Associates, Inc., Engineers, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

Forty-eight Thousand Four Hundred Fifty-Seven and No Hundreds Dollars
Dollars (\$ 48,457.00).

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Notice to Bidders
4. Specifications, Including Addenda Nos. 1
 - a. Modifications to General Conditions
 - b. Instructions to Bidders
 - c. General Conditions
 - d. Detailed Specifications
5. Drawings
 - a. Detailed Drawings
 - b. General Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.

(SEAL)

Attest:

SHAMBAUGH & SON, INC.

Contractor

By

Title

Title

City of Fort Wayne, Indiana

Owner

(SEAL)

Attest:

By

Title

Its Board of Public Works

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

SHANBAUGH & SON, INC.

as principal, and

St. Paul Fire and Marine Insurance Company

as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, hereinafter called the Owner, in the penal sum of

Forty-Eight Thousand Four Hundred Fifty-Seven Dollars (\$48,457.00)

for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this 11th day of August, 1972 .

The condition of this obligation is such that whereas the above named principal did, on the 11th day of August, 1972, enter into a contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of INTERIM PHOSPHOROUS REMOVAL SYSTEM (With deduction of polymer equipment, tank and appurtenances including Items No. 2A, 2B, 2C, 2D, 2E, 2F, and 2G, connecting piping, valves, electrical work, and associated work)

for the Owner, as described and defined in said contract and in the specifications and drawings which are a part thereof, ready for continuous and successful operation, within the time stipulated in said contract for the completion of said work, for the sum of

Forty-eight Thousand Four Hundred Fifty-seven and No Hundredths Dollars

Dollars (\$ 48,457.00)

and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of sub-contractors, laborers, material men and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time,

alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana of 1933 shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 11th day of August, 19 72, affixed our signatures and corporate seals to 3 executed original counterparts of this bond.

SHAMBAUGH & SON, INC.

Principal

By

James G. Burt
Authorized Agent James G. Burt

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
Surety

By

James O. Gilbert
Attorney-in-Fact James O. Gilbert

STATE OF IND.)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, came James G. Burt, Secretary, for Shambaugh & Son, Inc. as Principal, and James O. Gilbert, Attorney-in-Fact, for said St. Paul Fire and Marine Insurance Company, as Surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed and sworn to before me a Notary Public, this 11th day of August, 19 72.

Margaret C. Bradley
Notary Public

(SEAL)

My Commission Expires August 31, 1974

CERTIFIED COPY OF POWER OF ATTORNEY
Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY
DEPARTMENT

ST. PAUL
FIRE and MARINE
Insurance Company
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

James O. Gilbert, Julian M. Bowers, Harry A. Crawford, Lawrence G. Dill, G. Parker Gerould, Ronald J. Harruff, Leonard B. Koeller, Thomas G. McRae, Max E. Orwin, Roland E. Weber, Louis A. Meneilly, individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, —Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 28th day of June A.D. 19 72

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }
County of Ramsey } ss.

Vice President.

On this 28th day of June 19 72 before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

C. L. JAEGER
Notary Public, Ramsey County, Minn.
My Commission Expires June 2, 1974.

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of August 19 72

Secretary.

*Unlimited as to character and amount.